

An Agreement By and Between

the Attorneys General of the States and Commonwealths of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Iowa, Kansas, Maine, Maryland, Massachusetts, Michigan, Minnesota, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oregon, Pennsylvania, Rhode Island, South Carolina, Tennessee, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming and Barclays Bank PLC and Barclays Capital Inc., dated August 8, 2016

This Settlement Agreement is made and entered into as of the 8th day of August, 2016 (hereinafter, "Effective Date"), by and between the Attorneys General of the States and Commonwealths of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Iowa, Kansas, Maine, Maryland, Massachusetts, Michigan, Minnesota, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oregon, Rhode Island, South Carolina, Tennessee, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming and the Pennsylvania Office of Attorney General (the "Attorneys General"), Barclays Bank PLC ("Barclays") and Barclays Capital Inc. ("BCI") (collectively the "Barclays Parties").

WHEREAS, the Attorneys General, as defined herein, are conducting an investigation into the manipulation of certain benchmark interest rates, including but not limited to the London Interbank Offered Rate ("LIBOR") and the Euro Interbank Offered Rate ("Euribor"), and instruments referencing those rates and potential violations of various state and federal antitrust laws, unfair and deceptive acts and practices laws, false claims statutes, securities laws, and fraud statutes (the "Attorneys General's Investigation");

WHEREAS, the Attorneys General are prepared to make certain allegations against the Barclays Parties set forth herein based upon the Attorneys General's Investigation ("Allegations");

WHEREAS, the Barclays Parties neither admit nor deny the Allegations;

WHEREAS, the Barclays Parties are entering into this Settlement Agreement relating to the Allegations of the Attorneys General as set forth below;

WHEREAS, pursuant to this Settlement Agreement, the Barclays Parties agree to make the payments described herein;

WHEREAS, this Settlement Agreement recognizes Barclays' cooperation, including timely and voluntary disclosure of its conduct. After the Attorneys General's Investigation began, Barclays was one of the first banks to cooperate by disclosing its conduct relating to LIBOR and Euribor, and it is the first bank to reach a settlement with the Attorneys General. Barclays' cooperation has been extensive and has been of substantial value in furthering the Attorneys General's Investigation, which is ongoing;

submitters. When Barclays swaps traders did not have trading positions conflicting with their counterparts' requests, those Barclays swaps traders sometimes would agree to request a USD LIBOR or Euribor submission from the Barclays USD LIBOR or Euribor submitters that would benefit their counterparts' positions. Those interbank communications included ones in which certain Barclays swaps traders communicated with former Barclays swaps traders who had left Barclays and joined other financial institutions.

44. For example, on February 28, 2007, a Barclays trader requested a high 3-month USD LIBOR submission from a trader at another bank stating: "duuuude...whats up with ur guys 34.5 3m fix...tell him to get it up !!" The external trader responded, "ill talk to him right away."
45. As another example, in March 2007, an external trader requested a low 3-month USD LIBOR submission from a Barclays trader stating: "a low 3m libor would be great . . . anywhere below 5.35." Later that day, the external trader wrote to the Barclays trader: "Dude, thanks a lot for the libor, can you PLEASE thank [Barclays' submitter] as well." The Barclays trader responded, "anything for you," and the external trader replied, "seriously, thanks a million dude."

II. Barclays Failed to Disclose, Except to Certain of Its Counterparties, That Its LIBOR Submissions and the LIBOR Submissions of Other Financial Institutions Were, at Times, Inappropriately Low

46. As set forth above, Barclays, through its employees, at times (a) submitted LIBOR rates that did not comply with the BBA definition of LIBOR; (b) asked other banks to make LIBOR submissions that reflected Barclays' trading needs, rather than the BBA definition of LIBOR; (c) agreed to request LIBOR submissions that reflected requests from other banks, rather than the BBA definition of LIBOR; and (d) made LIBOR submissions that were consistent with interbank requests for favorable submissions.
47. Barclays LIBOR submitters and management at times believed that other Contributor Panel banks' LIBOR submissions were inappropriately low, and that published LIBOR rates did not accurately reflect conditions in the market for borrowing unsecured funds. Such inappropriately low submissions would have been contrary to the BBA definition of LIBOR.
48. Barclays employees disclosed these facts to only certain of the counterparties with whom Barclays executed LIBOR-referenced transactions.

SETTLEMENT PAYMENT

49. Barclays has agreed to pay a total of \$100,000,000.00 to the Attorneys General to resolve the matters covered by this Settlement Agreement. Barclays shall pay this \$100,000,000.00 as set forth below:
 - a. \$93,350,000.00 as the settlement payment ("Settlement Payment") to be paid into an escrow fund in accordance with Paragraph 50 below;

- b. \$6,300,000.00 as an additional payment (“Additional Payment”) to be paid in accordance with Paragraphs 51 and 65 below;
 - c. \$350,000.00 as an administrative payment (“Administrative Payment”) to be paid in accordance with Paragraph 52 below.
50. Barclays shall pay \$93,350,000.00 into an escrow fund (“Fund”) in accordance with the Attorneys General’s instructions within ten (10) business days of its receipt from the Attorneys General of the information necessary to effectuate the transfer of funds, including wiring instructions to include the bank name and the ABA routing number, account name and number, and a signed W-9 reflecting a valid taxpayer identification number for the qualified settlement fund in which the Settlement Payment is to be deposited. The monies in the Fund and all interest earned thereon shall be used to make payments to Participating Counterparties. Any interest earned by this Fund shall remain in the Fund and be available for payments made from the Fund in accordance with this Settlement Agreement. No portion of the Fund shall be considered a fine or a penalty.
51. The \$6,300,000.00 Additional Payment shall be paid into a separate account or accounts within ten (10) business days of receiving appropriate payment instructions from the Attorneys General or their designated representative(s). No portion of the Additional Payment shall be considered a fine or a penalty.
52. Barclays shall pay the \$350,000.00 Administrative Payment into the same account as the Additional Payment within ten (10) business days of receiving appropriate payment instructions from the Attorneys General or their designated representative(s), and it shall be used to cover the costs of the escrow agent and the costs of administering the Fund (including the preparation of any tax returns) as set forth herein (“Administrative Costs”). To the extent the Administrative Costs exceed the \$350,000.00 Administrative Payment, Barclays agrees to pay the excess costs. Any portion of the Administrative Payment that is not used to cover Administrative Costs shall be treated as a portion of the Additional Payment and distributed accordingly. No portion of the Administrative Payment shall be considered a fine or a penalty.
53. Barclays warrants that, as of the Effective Date of this Settlement Agreement, neither it nor any of its affiliates are insolvent, and payment(s) into the Fund or payment of the Additional Payment will not render it or any of its affiliates insolvent within the meaning of and/or for purposes of the United States Bankruptcy Code. If a case is commenced against Barclays or any of its affiliates under Title 11 of the United States Code (Bankruptcy), or a trustee, receiver or conservator is appointed under any similar law and, in the event of a final order by a court of competent jurisdiction determining that payments made pursuant to this Settlement Agreement, and/or any accrued interest or any portion thereof constitute a preference, voidable transfer, fraudulent transfer or other similar transaction, and if, pursuant to such order, payments are not made pursuant to this Settlement Agreement or such payments are returned to Barclays, any of its affiliates, or the trustee, receiver or conservator appointed by a court in any proceedings relating to Barclays or any of its affiliates, then this Settlement Agreement shall be terminated and cancelled.

54. An escrow agent shall be selected by the Attorneys General or Barclays within twenty (20) days of the Effective Date of this Settlement Agreement; however, Barclays and the Attorneys General agree to cooperate in good faith to resolve on a timely basis any objections by Barclays to the proposed escrow agent or the contract terms. Notwithstanding the preceding, any decision by the Attorneys General to approve or disapprove a proposed escrow agent and/or the contract shall be final. The escrow agent shall invest the cash in the Fund in obligations of or obligations guaranteed by the United States of America or any of its departments or agencies, to obtain the highest available return on investment consistent with the preservation of principal, and shall reinvest the proceeds of these instruments as they mature into similar instruments at their then-current market rates. By selecting the escrow agent, the Attorneys General or Barclays make no representations or warranties about the escrow agent, and neither the Attorneys General nor the Barclays Parties shall bear any risk or liability related to the investment of the Fund. The escrow agent shall provide copies of monthly statements to the Attorneys General or their designated representative. The escrow agent shall disburse the Fund in a manner consistent with this Settlement Agreement and consistent with the instructions of the claims administrator. The costs of the escrow agent and the costs of administering the Fund (including the preparation of any tax returns) shall be paid out of the Administrative Payment.
55. The Fund shall be treated as being at all times a qualified settlement fund within the meaning of Treas. Reg. 1.468B-1. The escrow agent and, as required, the Parties shall timely make such elections as necessary or advisable to carry out the provisions of this paragraph, including the "relation-back election" as defined in Treas. Reg. 1.468B-1, back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulation. It shall be the responsibility of the escrow agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur. The escrow agent shall be the "administrator" (as defined in Treas. Reg. 1.468B-2(k)(3)) of the Fund for the purpose of § 468B of the Internal Revenue Code and the Treasury regulations thereunder, and shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Fund. The expenses of tax preparation and tax filing shall be paid out of the Administrative Payment. Taxes shall be timely paid by the escrow agent out of the Fund. The escrow agent shall be obligated to withhold from distribution out of the Fund any amounts necessary to pay such tax liabilities (as well as any amounts that may be required to be withheld under Treas. Reg. 1.468B-2(1)(2)).
56. A claims administrator shall be employed to provide notice and to distribute and/or administer the distribution of the Fund in accordance with the terms of this Settlement Agreement. The Attorneys General shall select the claims administrator; however, Barclays and the Attorneys General agree to cooperate in good faith to resolve on a timely basis any objections by Barclays to the claims administrator or the contract terms; notwithstanding the preceding, any decision by the Attorneys General to disapprove a proposed claims administrator and/or the contract shall be final. The contract shall expressly provide that: (i) the claims administrator shall provide interim reports to Barclays and the Attorneys General or their designated representative(s), no less than

every thirty (30) days or as otherwise requested by the Attorneys General or Barclays, which shall include an itemization of all payments made from the Fund; (ii) the claims administrator shall prepare draft notices to Eligible Counterparties, which shall include a notice letter, an election to participate, a release form and a “question and answer” pamphlet (“Notice Packet”); (iii) the Notice Packet shall be mailed to Eligible Counterparties by first-class mail, postage pre-paid, and by electronic delivery if addresses are available; (iv) the claims administrator shall maintain a settlement website (which shall not be identified with Barclays) and shall provide a method by which Eligible Counterparties may call with questions about the settlement; (v) the Notice Packet and any other written communication with Eligible or Participating Counterparties, including the letter that will accompany the mailing of payments to Participating Counterparties from the Fund, shall be approved in advance by the Attorneys General or their designated representative(s) after consultation with Barclays; (vi) instructions to the claims administrator regarding notices and distribution of the Fund to Participating Counterparties shall be countersigned by the Attorneys General or their designated representative(s); and (vii) any questions regarding distributions to the Participating Counterparties that cannot be answered by the claims administrator shall be directed to the Attorneys General or their designated representative(s). By selecting the claims administrator, the Attorneys General make no representations or warranties about the claims administrator. The claims administrator shall bear all risks related to the administration of and/or distribution of the Fund. Neither the Attorneys General nor the Barclays Parties bear any risk or liability related to the administration and/or distribution of the Fund, or the actions or inaction of the claims administrator. The costs of administering the distribution of the Fund (including all notices) shall be paid out of the Administrative Payment.

57. It is acknowledged by the Barclays Parties and the Attorneys General that the identification of Eligible Counterparties and relevant transactions shall be determined by the Attorneys General based on the Attorneys General’s Investigation and information provided by Barclays. The Attorneys General shall have complete discretion to identify Eligible Counterparties and relevant transactions in accordance with this Settlement Agreement.
58. Payments from the Fund shall be made to Participating Counterparties, pursuant to a formula developed by the Attorneys General in their discretion.
59. To ensure that payments are made to the Participating Counterparties on a timely basis, Barclays and the Attorneys General will work in good faith to complete their respective duties and tasks as set forth in Attachment A within the time specified therein.
60. To receive a payment from the Fund, Eligible Counterparties identified by the Attorneys General must submit a timely Election and Release, in accordance with the instructions set forth in the Notice Packet.
61. In the event that any of the principal of the \$93,350,000.00 Settlement Payment remains in the Fund after all payments have been made to Participating Counterparties pursuant to Attachment A, the Attorneys General may, in their discretion, instruct the claims

administrator to satisfy any pending or other claims asserted by Eligible Counterparties who could not be timely identified, by disbursing such money from the Fund specifically for such use. However, notwithstanding anything in this Settlement Agreement to the contrary, no distributions of any kind from the Fund shall be made to any Eligible Counterparty unless and until that Eligible Counterparty has executed an Election and Release.

62. Notwithstanding anything in this Settlement Agreement to the contrary: (i) any amount remaining in the Fund as of one (1) year from the date of payment to the last Participating Counterparty shall be paid to a multi-state fund for additional disbursement to Participating Counterparties, for the training of deputy and assistant Attorneys General, for the funding of antitrust or consumer protection enforcement, education and training programs, or paid as otherwise determined by the Attorneys General consistent with state laws; and (ii) under no circumstances shall any of the monies in the Fund, at any time, be returned to Barclays.
63. The claims administrator and the escrow agent shall provide Barclays and the Attorneys General or their designated representatives with a final report accounting for all amounts paid to Participating Counterparties from the Fund and to whom such payments were made. In addition, the claims administrator and escrow agent shall maintain and provide Barclays and the Attorneys General or their designated representatives with reports accounting for payments made to all other Eligible Counterparties pursuant to Paragraphs 54 and 56 above. Such reports shall be provided monthly or as otherwise requested by Barclays or the Attorneys General. Upon request, the claims administrator and escrow agent shall make available for inspection by the Attorneys General or their designated representatives all records relating to such payments.
64. In no event shall any of the monies in the Fund be used to pay any costs or expenses associated with the establishment or administration of the Fund, including but not limited to the costs of identifying Eligible Counterparties, providing notices, calculating payments, issuing checks and preparing any accounting, return(s) or other reports.

ADDITIONAL PAYMENT

65. After the Effective Date and within ten (10) business days of receiving sufficient payment instructions from the Attorneys General or their designated representative(s), pursuant to Paragraphs 49 and 51, Barclays shall pay or cause to be paid, by wire transfer, certified check or other guaranteed funds, the Additional Payment of \$6,300,000.00.
66. The Additional Payment shall be apportioned and used for any one or more of the following purposes, as the Attorneys General, in their sole discretion, see fit:
 - (a) payment of attorneys' fees and expenses; (b) antitrust, consumer protection, or other law enforcement; (c) to cover additional expenses relating to the ongoing Attorneys General's Investigation and any related litigation; (d) for deposit into a state antitrust or consumer protection or other law enforcement account (e.g., a revolving account or trust account), for use in accordance with the state laws governing that account; (e) for deposit

into a fund exclusively dedicated to assisting state attorneys general to defray the costs of experts, economists and consultants in multi-state investigations and litigation; or (f) for such other purpose as the Attorneys General deem appropriate, consistent with state laws. However, notwithstanding anything in this Settlement Agreement to the contrary, no distributions shall be made from the Additional Payment to any Eligible Counterparty unless and until that Eligible Counterparty has executed an Election and Release.

PROHIBITED CONDUCT

67. Barclays, its subsidiaries, affiliates, directors, officers, managers, agents and employees thereof, will not make misrepresentations of material facts or omit material facts relating to LIBOR or Euribor submissions in conjunction with the marketing or sale of Benchmark Interest Rate Financial Instruments.
68. Barclays, its subsidiaries, affiliates, directors, officers, managers, agents and employees thereof, will not, directly or indirectly, maintain, solicit, suggest, advocate, discuss or carry out any unlawful combination, conspiracy, agreement, arrangement, understanding, plan or program to make false LIBOR or Euribor submissions, including but not limited to submissions intended to make a Benchmark Interest Rate Financial Instrument more profitable than it would be otherwise.

BUSINESS REFORMS

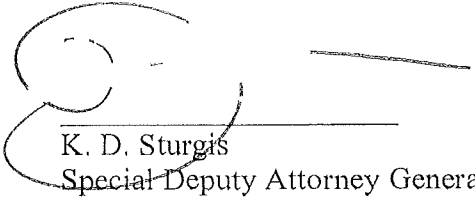
69. The Barclays Parties certify that, as of the Effective Date, Barclays has in place reformed business practices with respect to LIBOR and Euribor submissions that reflect its implementation of a set of policies and procedures with respect to the submission of LIBOR and Euribor in accordance with the requirements of undertakings set forth in the CFTC Order ("Undertakings") and various rules and regulations governing the submission of LIBOR or Euribor. Further, the Barclays Parties certify that, in accordance with the Undertakings, Barclays has implemented systems and controls designed to ensure continued compliance with its policies and procedures regarding LIBOR and Euribor submissions. It is understood that the Barclays Parties have no objection to the CFTC providing any reports about Barclays' compliance to the Attorneys General.
70. The Barclays Parties shall promptly notify the Attorneys General if Barclays uncovers, or is notified by the CFTC of, any material breach of the Undertakings set forth in the CFTC Order.

COOPERATION WITH THE ATTORNEYS GENERAL'S INVESTIGATION

71. Until the date when the Attorneys General's Investigation is concluded, the Barclays Parties agree to continue to provide full, complete and prompt cooperation with the Attorneys General's Investigation, and related proceedings and actions, against any other person, corporation or entity. The Barclays Parties agree to use their best efforts to secure the full and truthful cooperation of current officers, directors, employees and agents with the ongoing Attorneys General's Investigation and related proceedings and actions.

FOR THE PLAINTIFF STATE OF NORTH CAROLINA

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